

# EXHIBIT 28

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE

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ULTIMA SERVICES CORPORATION,

Plaintiff,

v.

No.

U.S. DEPARTMENT OF AGRICULTURE,

2:20-cv-00041-

U.S. SMALL BUSINESS

DCLC-CRW

ADMINISTRATION, SECRETARY OF

AGRICULTURE, and ADMINISTRATOR

OF THE SMALL BUSINESS

ADMINISTRATION,

Defendants.

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VIDEOCONFERENCE DEPOSITION OF

DANNY MANDELL

DATE: Monday, May 16, 2022

TIME: 9:26 a.m.

LOCATION: Remote Proceeding

Washington, D.C. 20005

REPORTED BY: Richard Livengood, Notary Public

JOB NO.: 5230091

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AGRICULTURE, U.S. SMALL BUSINESS ADMINISTRATION,  
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SMALL BUSINESS ADMINISTRATION:

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20  
21  
22

1           Q     Okay. Okay. So once those IDIQ contracts  
2     were awarded, how did requirements for NRCS offices  
3     get fulfilled?

4           A     Once a IDIQ contract is executed by the  
5     primary contracting officer, they're assigned to each  
6     region. It should be dependent on the type of  
7     requirement that IDIQ contract is. If there's a  
8     requirement in any state that within that region that  
9     has a requirement for that particular service, we  
10    execute a task order against the IDIQ.

11          Q     Okay. So did anyone ask you your opinion as  
12    to whether or not it was a good idea to award IDIQ  
13    contracts?

14          A     No, sir.

15          Q     Okay. How did you learn that IDIQ contracts  
16    were going to be awarded?

17          A     Through, through team meetings.

18          Q     Did you say Tuesday meetings?

19          A     No. Team meetings.

20          Q     Team meetings. Okay.

21          A     Right.

22          Q     All right. Did anyone in any of these team

1 meetings explain to you why IDIQ contracts were going  
2 to be used?

3 A No, sir. We, we already know what IDIQ  
4 contract was used for. So. But we were, we were, we  
5 were told about the IDIQ that was being executed for  
6 the -- service and support.

7 Q Right. I'm asking you whether anyone  
8 explained why they were switching from individual  
9 contracts to IDIQ contracts.

10 A Oh. IDI -- doing -- doing IDIQ under the  
11 headquarters, well, it's a lot -- it basically  
12 simplified the process of each state getting their own  
13 individual contract. Of going through the process of  
14 acquiring individual contract. With IDIQ that is  
15 executed by headquarters, Washington D.C., it's easier  
16 for a state or a region, like ours, or any other  
17 region to just execute a task order on IDIQ in lieu of  
18 going out there and doing open, a full and open  
19 competition individually.

20 THE REPORTER: The last sentence. Can  
21 you repeat just the last sentence of that? And -- it  
22 -- is it in lieu of? Did you say "in lieu of"?

1       yeah. That, that's right. If we don't -- for  
2       example, if you only got 30 days, and we need to do a,  
3       and we know that it'll take two months, three months  
4       to execute a contract, and we only have 30 days, we  
5       could go through, like -- for example, we need a  
6       particular support service -- if you can go directly  
7       to GSA and post the requirement within 15 days. GSA  
8       mean the GSA website. And just set it aside for 8(a)  
9       or set it aside for women-owned business.

10           Q       All right. And it was suggested by your  
11       team leader that the 8(a) Business Development Program  
12       would be a good means to --

13           A       Meet a requirement.

14           Q       Fulfill. Let me finish the question. To  
15       fulfill a requirement in a shortened period of time;  
16       is that right?

17           A       Yes.

18           Q       Okay.

19                   MS. GRAY: Object to form.

20                   MR. ROSMAN: What's your objection to  
21       form?

22                   MS. GRAY: I think it misstates prior

1 testimony.

2 MR. ROSMAN: Well, it was a question.

3 I wasn't trying to misstate anything. All right.

4 BY MR. ROSMAN:

5 Q And what was your understanding of the  
6 discretion that you had to use the 8(a) Business  
7 Development Program to fulfill a requirement of an  
8 NRCS office?

9 A What is my -- okay. One more time, sir.

10 Q I'm just asking what your understanding of  
11 your discretion was to use --

12 A Oh. If, if I get a requisition and it needs  
13 to be awarded, well, it depends on what type of  
14 contractual vehicle we need. If I have to use an  
15 8(a), that would be a discussion between myself and my  
16 team leader or supervisor.

17 Q Okay.

18 A Yeah.

19 Q And when you say "if we have to use 8(a),"  
20 what do you mean by that?

21 A If there's no other way to acquire a  
22 requirement within a specific time frame. If we can't

1 use other contractual vehicle like a full and open  
2 competition, then we have a discussion whether it be  
3 beneficial for us to use the 8(a) method.

4 Q And why would it be beneficial for you to  
5 use the 8(a) method if full and open competition was  
6 another alternative?

7 A Normally because we don't have the, a time  
8 frame.

9 Q Okay.

10 A We know that there are other 8(a) companies  
11 that, out there that's available that could do the  
12 job, that, that could provide the service and support.  
13 Or any other requirement.

14 Q Were you aware of any goals that you were  
15 supposed to meet within the 8(a) Business Development  
16 Program?

17 A Every year NRCS offers a small business  
18 goal.

19 Q Right. I --

20 A -- end of year. The end of the -- at the  
21 end of the contracting year, the national office sends  
22 everybody a copy of the small business goals.

1 short while after her e-mail. And that's on page 4.

2 A Okay.

3 Q All right. And in this e-mail you're just  
4 explaining the status of the IDIQ; right?

5 A Basically. Right. Yeah.

6 Q Okay. And so scroll up one page so that  
7 we're now on page 3.

8 A Okay.

9 Q Okay. And, again, this is the -- I guess  
10 the last e-mail exchange was on Friday. This is the  
11 following Monday, and Ms. Collins tells you that  
12 they're still going to need to do an impact study;  
13 correct?

14 A Yes. That's correct.

15 Q Okay. And then just the e-mail right above  
16 that. And you mention the date September 30, 2018.  
17 And why was it important to get the award before  
18 September 30, 2018?

19 A It's the end of the fiscal year.

20 Q Okay. And did Ms. -- when Ms.  
21 Stonebraker -- did Ms. Stonebraker instruct you to use  
22 the 8(a) BD program?

1           A     Give me a second. Let me go back and find  
2     out when the requisition was sent to me. September 6.  
3     So somewhere between, prior to September 6 I probably,  
4     I went into the IAS and opened up that requisition,  
5     read through the requirements, and I am so sure that I  
6     called my supervisor and told him I can't award this  
7     if we can't use the IDIQ. Not at that time frame.

8           Q     So you thought at that point it would not be  
9     possible to award the contract through full and open  
10    competition or even through a total small business  
11    set-aside; is that right?

12          A     That's correct.

13          Q     Okay. All right. So you were concerned  
14    about the time frame.

15          A     Not only the time frame but the requirement  
16    process to do a solicitation for this. For this  
17    requirement you, I would need at least from anywhere  
18    to 40, 30 to 60 days of solicitation to put it out to  
19    all, go get the small business contractor time to put  
20    together their bids.

21          Q     Okay. So take a look at -- I guess this is  
22    the second page of the document.



1 with my supervisor, she approved the -- of me to use a  
2 sole source.

3 Q I mean, did you ask to have it put in sole  
4 source 8(a)?

5 A Yes. I always talked to my supervisor  
6 before I would continue on with anything.

7 Q Well, I understand, but why did you ask to  
8 have it -- why did you ask to have this particular  
9 requirement fulfilled through the 8(a) program?

10 A I explained to her that there was no way  
11 that we were going to be able to award this before the  
12 end of July. I mean, the end of September. Because  
13 it -- oh, this is just for two -- this was just for  
14 two administrative assistants. That's why.

15 Q I'm sorry. Why is that relevant to the  
16 question of whether or not you wanted to have it  
17 fulfilled through the 8(a) program?

18 A We just decided to use the 8(a) program.  
19 There was no specific goal -- when you use them, you  
20 just -- since it was only two administrative program,  
21 and it was a requirement. So -- and since we have  
22 used the 8(a) program in the past, we decided to use

1 A Correct.

2 Q And it was accepted under NAICS code 561320;  
3 right?

4 A Correct.

5 Q So I think what we concluded from the end of  
6 the Mississippi -- yeah. Skip. I'm sorry. Let's  
7 skip this.

8 If you could go back to Exhibit Share and  
9 open up Exhibit 9, please.

10 (Exhibit 0009 was marked for  
11 identification.)

12 A I don't have Exhibit 9. Let me refresh.

13 Q Yeah. If you refresh, you will.

14 A Okay. Alabama.

15 Q Could you just identify the document for us?

16 A Yes. It's an offer letter to SBA in  
17 Alabama.

18 Q Okay. And this is for providing services to  
19 the Alabama NRCS office?

20 A Yes.

21 Q Okay. And why did you choose to have this  
22 requirement fulfilled through the 8(a) program?

1           A     Same. Same, same reason I did with the  
2     South Carolina. Since we were authorized to use 8(a)  
3     and it's been approved by my supervisor to use it, I  
4     went ahead and used it in lieu of trying to get a full  
5     and open competition, especially during the month of  
6     June, which is June, July, August, September, October  
7     -- four months. I, as explained, don't believe that  
8     I'd be able to, to have full and open competition and  
9     get this thing awarded before the end of the year.

10          Q     Okay. And why did --

11          A     Being this is --

12          Q     Please. Go ahead. Finish your answer.

13          A     Being this is, this is for an IDIQ contract  
14     -- base year and four option years. It would take me  
15     longer to get this thing processed and awarded.

16          Q     Okay. Why did you choose the NAICS code  
17     561320 for this service?

18          A     Probably the same because I, it was the same  
19     template I used for South Carolina.

20          Q     Okay. Any other reason?

21          A     -- a lot of time when I talk to the, when I  
22     call up the SBA before I send out a offer letter, a

1 lot of them will recommend what's the proper NAICS  
2 code to use.

3 Q Is that what you did in this letter?

4 A I'm, I'm not sure. I've talked to so, so  
5 many SBA officer. And when you -- when I -- I, I  
6 always -- I always call an SBA office and talk to the  
7 SBA development program and tell them, look, this is  
8 what I got, and this is the NAICS code and this and  
9 that, and it's just by phone. And a lot of time some  
10 of them say, no, I don't believe you should be using  
11 that NAICS code; this is the proper NAICS code for  
12 that.

13 Q Okay.

14 A So of course we used -- I would take their  
15 recommendation. So who I talked to on that cases, I  
16 couldn't tell you who specifically because I've talked  
17 to so many SBA representative.

18 Q All right. Just take a look at paragraph 8.

19 A Okay.

20 Q So this again says that Ultima was providing  
21 this service.

22 A Yes.

1 right?

2 A Yeah. That's, that's correct.

3 Q So why does it say -- or let me rephrase.  
4 Why did you write that there are no participants that  
5 have expressed interest in the project?

6 A That's probably an error my point 'cause I,  
7 like I said, I do a lot of cut and paste, and I get in  
8 the habit of going, doing things too fast.

9 Q Well, if you had identified Ausdanbrook  
10 Properties as an 8(a) participant interested in the  
11 project, isn't it possible that the SBA would've asked  
12 to have this particular requirement fulfilled through  
13 an 8(a) competition?

14 A Yes. It's a possibility if we went through  
15 an 8(a) competition versus using the SBA agreement  
16 letter.

17 Q Okay. All right. Why don't we move on to  
18 Exhibit 11.

19 (Exhibit 0011 was marked for  
20 identification.)

21 A Okay. It's coming up. Exhibit 11.

22 Q Right. If you could identify this document,

1 please.

2 A This is also a sole source offer letter to  
3 Ms. Mackin in Washington, D.C., for administrative  
4 program support services -- general clerk, Level II.

5 Q Oh. Okay. And why did you choose to have  
6 this particular requirement fulfilled through the 8(a)  
7 program?

8 A Okay. What's the date on this? August 24.  
9 August, September, October. Same reason as the one  
10 with South Carolina. Now, I believe in this  
11 particular year our SBA coordinator was sending out  
12 e-mails in reference to small business preferences  
13 such as women owned and using 8(a) contractors.

14 Q And who is that small business contract --  
15 coordinator?

16 A I don't remember the name. I'm sorry.

17 Q Okay. This contract had a base year and an  
18 option year. One option --

19 A Right.

20 Q Okay. So it was going to be, if the option  
21 was exercised, a two-year contract?

22 A Correct. That would've been a two-year

1 contract.

2 Q Okay. And just take a look at page 2.

3 A Okay.

4 Q And just the first sentence. Why did you  
5 choose 561320 as the appropriate NAICS code for this  
6 requirement?

7 A I probably used the same one from, from the  
8 last offer letter, using the same NAICS code.

9 Q Okay. So could -- if you could go to the  
10 bottom of that page.

11 A All the way to the bottom?

12 Q Yeah.

13 A Okay.

14 Q Okay. And it indicates that the service was  
15 previously provided by Ultima. You got to scroll to  
16 the next page to read that. Is that right?

17 A Yes. I got it. Number 2. I believe so.

18 Q Okay.

19 A Under Service Region Number 2.

20 Q Okay. Let me ask you. You were working in  
21 Region 1?

22 A Right.

1           Q     So why were you sending this particular  
2 offer letter to the SBA?

3           A     If this requisition was assigned to me.

4           Q     Well, I guess why I'm, what I'm asking is,  
5 why was a requisition in Region 2 assigned to you if  
6 you were generally assigned to Region 1?

7           A     Depends on the contracting, our  
8 supervisor -- if another region needs our help to, to  
9 finish requisition, they could ask assistance from the  
10 other regions.

11          Q     Okay. All right. All right. Let's go to  
12 Exhibit 12.

13                     (Exhibit 0012 was marked for  
14 identification.)

15          A     Exhibit 12. This file type cannot be  
16 previewed. Hold on. Something's coming up.

17          Q     Try it again. That happens sometimes.

18          A     Okay. Let me go get out of it.

19          Q     Yeah.

20          A     I think I may have been kicked out. What,  
21 what exhibit is that again, sir?

22          Q     Twelve.



1           A     Twelve. Okay. It won't download. Try  
2 again. This file type cannot be previewed.

3                   THE REPORTER: He doesn't have Internet  
4 connection --

5                   THE WITNESS: It -- but it's a  
6 download.

7                   THE REPORTER: I think he lost his  
8 Internet connection on his computer.

9                   THE WITNESS: Yeah. I did.

10                  MR. ROSMAN: Okay.

11                  THE WITNESS: Okay. Let me try that --  
12 I got it back. Okay. I, I believe this is -- yeah.  
13 This is Exhibit 12.

14 BY MR. ROSMAN:

15           Q     Great. Much relieved. All right. And can  
16 you just identify this document, please?

17           A     Okay. Without the title I believe this is  
18 an acceptance of the offer.

19           Q     Okay.

20           A     Offer acceptance letter for the state of ...  
21 Okay. It doesn't say which state. Yeah.  
22 Unfortunately this one doesn't say what state.

1 Q Okay.

2 A So without further resource I won't be able  
3 to tell you what state.

4 Q Well -- let's just -- I mean, why don't we  
5 just take a -- go in and out and take a look at  
6 Exhibit 11 again. Your offer letter to Ms. Mackin.  
7 And your letter is dated August 24th?

8 A Correct. That's the date that's on it right  
9 now. August 24, 2018.

10 Q And then if you go out and go in to Exhibit  
11 12, it appears to be responding to your letter of  
12 August 24th; right?

13 A Yes. It does say, it says that. Acceptance  
14 of the offer submitted by agency in August 24, 2018.

15 Q Okay. And so does this appear to be your, a  
16 response to your letter about Virginia?

17 A That's what it appears to be. Yes. That's  
18 correct.

19 Q And do you know why -- well, let me ask  
20 this: What is a follow-on contract?

21 A What is a follow-on contract?

22 Q Yes. A follow-on requirement.

1           A     How could I say that? A follow-on  
2     requirement is a contract that -- I have done a couple  
3     of these follow-on contract, and I can't seem to  
4     define. It's basically if there's a contract, there  
5     was a previous contract that ended and we have to  
6     continue -- it's like a -- I believe it's almost same  
7     as they're continuing requirement. That's what we  
8     consider a follow-on contract to the previous expired  
9     contract.

10          Q     All right. So why would the Virginia  
11     requirement be a follow-on requirement?

12          A     What is this contract for? Let me go to 12  
13     and see what this contract is for.

14                 Doesn't say here that this was a follow-on  
15     contract. Let me go back to 13.

16          Q     I think you want to be in 12, though. We're  
17     looking at 12.

18          A     Okay. I was in 12. That, that letter -- I  
19     probably meant 11. I'm not sure why would they  
20     consider a follow-on contract requirement. I, I  
21     believe it's because there was a, that this is similar  
22     to the -- they put it as a follow-on contract? If you

1 go to -- 'cause this could not be considered a  
2 follow-on contract. I'm not sure why they would  
3 consider a follow-on contract.

4 Q Okay.

5 A When it's not a follow-on contract.

6 Q All right.

7 A Follow-on contract is basically to -- to --  
8 is to continue the previous contract where it ended.

9 Q Okay. So this could not be a follow-on  
10 contract to the Ultima task order; right?

11 A No.

12 Q When you say "no," do you mean, no, I'm not  
13 right? Or no, it couldn't have been a follow-on  
14 contract?

15 A No. It couldn't be a follow-on contract.

16 Q Okay. To the Ultima task order.

17 A That's correct.

18 Q Okay. Very good. All right. Why don't we  
19 move to Exhibit 13.

20 (Exhibit 0013 was marked for  
21 identification.)

22 A Lewis-Price & Associates Incorporated, the

1 clerk. To 13. Yeah. This is a different letter  
2 because this is going to -- being awarded to.

3 Q So my question is, is this a different  
4 requirement?

5 A Yeah. This is different requirement for  
6 different county office.

7 Q Okay. Well, why did the --

8 A -- 11.

9 Q Okay. So we're back on Exhibit 13. My  
10 question is, why did you choose to request inclusion  
11 of this requirement in the 8(a) program?

12 A Since this thing was in June 25th and  
13 required general clerk, probably because I have a  
14 conversation with my supervisor, and we probably  
15 talked about how long it would take and meeting the --  
16 since, since we, we were successful in using the other  
17 8(a) for the other times, so we decide to go ahead and  
18 use this, an 8(a) to get it awarded before the end of  
19 the year.

20 Q Okay. And can you tell me -- if you could  
21 just look at the bottom of page 1 -- why did you use  
22 the 561320 NAICS code for this requirement?

1           A     I probably never changed it and still used  
2     the same one that was initially probably recommended  
3     from one of the SBA, from the other SBA letter.

4           Q     Okay.

5           A     I just kept it that way.

6           Q     All right.

7           A     -- the same. Just -- it was the same  
8     template I used and just changed it to cut and paste.

9           Q     Okay.

10                   MR. ROSMAN: Michelle, could you put  
11     the Tennessee documents in Exhibit Share? Sorry. I  
12     should've asked you that earlier.

13     BY MR. ROSMAN:

14           Q     All right. If you could look at Exhibit 16  
15     now.

16                   (Exhibit 0016 was marked for  
17     identification.)

18           A     Okay. I need to refresh.

19           Q     Yep. You will.

20           A     Okay.

21           Q     Could you just identify this document,  
22     please?

1           A     It is an offer letter to Ms., Ms. Nancy  
2 Porzio for the Alaska district office for base year  
3 and option year.

4           Q     Okay. And you wrote this?

5           A     Yes.

6           Q     Okay. And this is a requirement for the  
7 state of Tennessee; is that right?

8           A     Yes. That's correct.

9           Q     Could you tell me why you chose to request  
10 that this requirement be included in the 8(a) program?

11          A     Same thing. And the previous. I didn't  
12 think that I'd be able to complete this,  
13 solicitations, and since we're basically -- the --  
14 since the rest of my requisition was under the 8(a)  
15 program, we continued to use the 8(a) program.

16          Q     Okay. And you again used the 561320 NAICS  
17 code; correct?

18          A     Yes. That's correct.

19          Q     And can you just explain why you chose that  
20 NAICS code?

21          A     I believe it was the same requirement for  
22 general clerk.

1 Q Okay.

2 A It was for temporary service, and I think  
3 one of reason why I choose this particular one,  
4 talking to the SBA officer, is because we had a  
5 requirement for an engineer technician. So I believe  
6 the SBA officer that I talked to recommend using this  
7 particular NAICS code because of that engineer  
8 technician that's included in this. As I stated  
9 before, a lot of time I will call up the SBA office  
10 and talk to them about my requirement and what I need  
11 and what NAICS code that I'm using it. And a lot of  
12 them will recommend what they believe is the right  
13 NAICS code.

14 Q Okay. Very good. Why don't we move to  
15 Exhibit 17.

16 (Exhibit 0017 was marked for  
17 identification.)

18 MR. ROSMAN: And, Michelle, if you  
19 could put the Georgia documents.

20 THE WITNESS: Mr. Rosman, you said 17;  
21 correct?

22 BY MR. ROSMAN:



1 Q Yes. Seventeen.

2 A Okay. I got 17 on.

3 Q All right. And could you just identify this  
4 document, please?

5 A This is a standard -- for water contract to  
6 Chenega Enterprise System & Solution [sic] for support  
7 services for the state of Tennessee.

8 Q Okay. So we don't -- the reason I put this  
9 as exhibit is that we don't, we weren't supplied with  
10 an acceptance letter for this particular requirement,  
11 but it would appear that it was, in fact, accepted by  
12 the SBA; yes?

13 A I believe so, because Chenega International  
14 [ph] System is an S, an 8(a) contractor, I believe.

15 Q Right. And the contract indicates that this  
16 is, indeed, an 8(a) set-aside.

17 Mr. Mandell.

18 A I'm looking for that statement to say that  
19 this was an 8(a).

20 Q Oh.

21 A I'm sorry.

22 Q Did you look in box 10 towards the top?

1           A     Box 10. Nine. Ten. It's set-aside. I  
2 believe that says 8(a).

3           Q     That's how I read it.

4           A     Too small. Yeah. I -- that's how I, I  
5 think I'm reading it, because it's too small for me to  
6 read.

7           Q     Okay.

8           A     So I believe it says 8(a).

9           Q     Okay. I think it does.

10          A     So yes.

11          Q     All right. Very good. So let's -- if you  
12 could go back to Exhibit Share, and let's look at  
13 Exhibit 18.

14                     (Exhibit 0018 was marked for  
15 identification.)

16           MR. ROSMAN: Michelle, did you put the  
17 Georgia contract, Georgia documents in?

18           THE REPORTER: You're muted, ma'am.

19           MR. ROSMAN: Oh. Guess we have to  
20 wait.

21           MS. SCOTT: Yes. I am putting them in.  
22 The first one should be there, but it's just doing it

1 slow.

2 MR. ROSMAN: Okay.

3 MS. SCOTT: I don't know why.

4 MR. ROSMAN: Okay.

5 THE REPORTER: And just to verify.

6 MR. ROSMAN: There we go.

7 THE REPORTER: We did -- we jumped over  
8 Exhibit 14 and 15; right? We're on --

9 MR. ROSMAN: I think we did hit Exhibit  
10 14 but not 15.

11 THE REPORTER: Okay. I know we were --  
12 okay. Yeah. I knew we were just -- yeah. We're a  
13 little bit out of order from my numbering. That's  
14 fine. Thank you.

15 MR. ROSMAN: Well.

16 THE REPORTER: No problem.

17 MR. ROSMAN: It's better for me to have  
18 them in marked exhibits even if I don't use them  
19 because saves time.

20 (Exhibit 0014 and Exhibit 0015 were  
21 marked for identification.)

22 THE REPORTER: No problem.

1 MR. ROSMAN: All right.

2 BY MR. ROSMAN:

3 Q So, Mr. Mandell, are you looking at Exhibit  
4 18?

5 A Yes.

6 Q Okay. And this is a letter that's signed by  
7 Brantt Lindsey; right?

8 A Let me verify that. Let me go down. Yes.

9 Q Okay. But he refers to you in the last  
10 paragraph of the letter.

11 A Yes. That's myself.

12 Q Okay. That was your e-mail address when you  
13 worked for the USDA?

14 A E-mail address? Let me see. Yes. That's  
15 the e-mail address. That's the correct e-mail  
16 address.

17 Q Okay. And did you have any involvement with  
18 this particular requirement?

19 A I'm the one that -- yes. I, I'm the one  
20 that did this, and this required -- I think that's  
21 when we started requiring our supervisor start signing  
22 it.

1 Q Okay.

2 A Another change.

3 Q So you arranged for this requirement to be  
4 fulfilled for the 8(a) program; is that right?

5 A Yes.

6 Q Okay.

7 A For the 8(a) program.

8 Q Okay. And Mr. -- okay. Mr. Lindsey was  
9 your supervisor.

10 A Yes. He was my supervisor. That's when we  
11 start requiring -- I'm not sure when time period  
12 start, it began when we start requiring our, our  
13 supervisory contracting officer -- not our team lead  
14 but our supervisory contracting officer -- to sign.

15 Q Okay. So why did you choose to have this  
16 particular requirement for support services in the  
17 state of Georgia fulfilled through the 8(a) program?

18 A The same reason as the rest. February 25,  
19 2020. Since we were very successful in the 8(a), we  
20 decided to continue with the S(a) -- 8(a).

21 Q Okay. Can you take a look at the top of  
22 page 2?

1           A     Happened.

2           Q     I'm sorry. I couldn't hear you. What did  
3     you --

4           A     Hold on, sir. Something happened. Okay.  
5     Exhibit 18, page 2; correct?

6           Q     Yes, please.

7           A     Okay. I'm on it, sir.

8           Q     Okay. So did you pick this NAICS code  
9     541611?

10          A     No. This one -- I am 100 percent sure that  
11     that is the recommended NAICS code that was provided  
12     to me by the SBA.

13          Q     Okay.

14          A     That I went ahead and -- after my  
15     conversation with them.

16          Q     Okay. And all of the positions that are  
17     being fulfilled here look like secretary positions;  
18     right?

19          A     Let me go back up. Secretary III position.

20          Q     Yes.

21          A     Right. Level III.

22                     THE REPORTER: Is that Level III?

1 THE WITNESS: Yeah. That's Level III.

2 THE REPORTER: Thank you.

3 BY MR. ROSMAN:

4 Q And what is Level III?

5 A If you go to the wage determination, you  
6 notice that for certain administrative or support  
7 services they're categorized by level -- Level I,  
8 Level II, Level III -- meaning they got more, they,  
9 they have more responsibility, more experience, so  
10 they're per hour is more.

11 Q Okay. So you think the specific NAICS code  
12 that was used here was recommended to you by someone  
13 at the SBA?

14 A Because the, the fact that it was a Level  
15 III. Yes. I believe that -- this -- in this  
16 particular one, yes, from my conversation with the  
17 small business district office.

18 Q Okay.

19 A And we do -- and one of the conversation  
20 was, what was the previous one with Ultima, and I  
21 believe they were all just Level I.

22 MR. ROSMAN: I'm sorry. Could -- can

1 we just have that read back? I didn't hear it. Or  
2 played back.

3 THE REPORTER: Stand by for playback.

4 (The reporter played the record as  
5 requested.)

6 MR. ROSMAN: Why don't we just go back  
7 on. Sorry. Could --

8 THE REPORTER: Will that suffice?

9 MR. ROSMAN: Did we lose Mr. Mandell?

10 THE WITNESS: No. I'm here, sir. I'm  
11 listening.

12 THE REPORTER: No. I asked if that was  
13 sufficient.

14 THE WITNESS: -- still talking to Mr.  
15 Livengood.

16 MR. ROSMAN: All right. We lost your  
17 video, though, I think. All right.

18 BY MR. ROSMAN:

19 Q So I just didn't understand the last part of  
20 your answer.

21 A Oh.

22 Q Were you referring to -- you were referring



1 to something at Level I, and I didn't quite  
2 understand, so could you just explain?

3 A Oh. I believe that the IDIQ contract for  
4 Ultima was all Level I services.

5 Q Oh. Okay. All right.

6 A Category wise.

7 Q The secretaries were Level I.

8 A I believe the majority of all that, all of  
9 them were Level I.

10 Q Okay. Got it. All right. So let's --  
11 almost done here. Let's go to Exhibit 19.

12 (Exhibit 0019 was marked for  
13 identification.)

14 A I got to refresh.

15 Q Okay.

16 A Okay. This is a "mod" 1, I believe, to the  
17 previous contract. Or no. No. It's not. It's for  
18 RiVidium in Virginia. Different contract.

19 THE REPORTER: Can you repeat that,  
20 please? I didn't get that.

21 THE WITNESS: This is a "mod" 1 to a  
22 contract awarded to RiVidium from Virginia.

1 MS. GRAY: I just want to object and  
2 point out that this contract is not signed by Mr.  
3 Mandell.

4 MR. ROSMAN: I do recognize that.

5 THE WITNESS: I can't hear you, ma'am.

6 MS. GRAY: I'm just objecting and  
7 pointing out that this contract is not signed by you.

8 THE WITNESS: No. It's signed by a  
9 Kristin N. Gilliland -- oops -- so that must mean that  
10 this contract was reassigned to Ms. Gilliland.

11 BY MR. ROSMAN:

12 Q Okay.

13 A I believe at that time there were a lot of  
14 changes going on. See what, see what date this thing  
15 is.

16 MS. GRAY: Mr. Mandell, there's no  
17 question pending right now. Wait until he asks you a  
18 question.

19 MR. ROSMAN: That's fine.

20 THE WITNESS: Okay. Yes, ma'am.

21 BY MR. ROSMAN:

22 Q Are you familiar with this contract?

1           A     I'm familiar with the RiVidium name, but  
2     I -- since I don't have the resource -- the contract,  
3     I'm not.

4           Q     Okay. I should've asked this while we were  
5     looking at the previous document. RiVidium was the  
6     8(a) participant that was recommended for fulfilling  
7     the requirement in Georgia; yes?

8           A     According to this -- yes.

9           Q     Okay.

10          A     The performance work statement states  
11     Georgia state office.

12          Q     Okay. And so the -- it appears that this  
13     would've been -- it appears that the SBA accepted the  
14     offer that we saw in Exhibit 18.

15          A     Exhibit 18.

16          Q     That was the offer letter that Mr. Lindsey  
17     had written, had signed.

18          A     Okay. Offer letter to Georgia. Go back to  
19     19. Was that 19, sir?

20          Q     Eighteen was the offer letter. Nineteen is  
21     the contract.

22          A     Okay. Nineteen is a modification to the, to

1 the primary contract.

2 Q Right. Right. And my only question is, it  
3 appears that RiVidium was in both; right?

4 A Yes. This is a contract to RiVidium.

5 Q All right. And that was --

6 A -- on block 8.

7 Q And RiVidium was the 8(a) contractor that  
8 was recommended in the offer letter for, to fulfill  
9 the requirement in Georgia.

10 A Let me see. What's it? RiVidium. Exhibit  
11 18. Okay. Exhibit 18 is the offer letter.

12 Q Yes.

13 A And Exhibit 19 is a modification, but I  
14 don't see a copy of the acceptance letter from SBA.

15 Q Well, that's -- I --

16 A But I can't tell if RiVidium --

17 Q I don't either. I'm trying to -- I don't  
18 either. I'm just trying to piece things together.  
19 The offer letter was for RiVidium to provide services  
20 in the state of Georgia; right?

21 A Yes. That's correct. To support the  
22 Georgia NRCS state office.

1           Q     Right. And the contract is for RiVidium to  
2     supply Secretary III services to the state of Georgia;  
3     right?

4           A     Let me scroll to it. Option 2. Option 2.  
5     Option 5. Yes. This one -- according to the  
6     performance work statement, it says NRCS Georgia state  
7     office, and it is showing the vendor as RiVidium, so  
8     assume this, RiVidium applied with that, responds with  
9     that offer letter in Exhibit 18.

10          Q     And so --

11          A     But --

12          Q     Go ahead.

13          A     But this is a modification. It's not the  
14     contract itself.

15          Q     I understand. I'm just trying to -- I'm  
16     trying to ask whether this indicates that the offer  
17     letter was accepted.

18          A     If a contract is executed and a offer letter  
19     was given, was sent out.

20                     MR. ROSMAN: Sorry. Could we have that  
21     played back, please?

22                     THE REPORTER: Stand by for playback.

1 (The reporter played the record as  
2 requested.)

3 BY MR. ROSMAN:

4 Q Well, we've seen the offer letter; right?

5 THE REPORTER: Was that sufficient? Or  
6 did we need to go before that?

7 MR. ROSMAN: That was sufficient.

8 Thank you.

9 THE REPORTER: Thank you, sir. Stand  
10 by. And go ahead.

11 BY MR. ROSMAN:

12 Q We've seen the offer letter; right?

13 A Yes, sir. I mean, the contract cannot be  
14 executed, executed unless an offer letter has been  
15 provided.

16 Q And we wouldn't have a modification to the  
17 contract if there weren't a contract; right?

18 A I'm sorry. Say that again, sir.

19 Q We wouldn't have a modification to a  
20 contract if there weren't a contract.

21 A That is correct.

22 Q And so it would appear that the offer to

1 have RiVidium provide services in the state of Georgia  
2 through the 8(a) program was accepted; right?

3 A Yes. If a contract was executed. That's  
4 correct.

5 Q Do you have any reason to doubt that a  
6 contract was executed in light of the fact that there  
7 was a modification to the contract that was executed?

8 A Do I have any doubt whether there was an SBA  
9 acceptance letter if a contract was executed?

10 Q Yes. Yes. That's my question.

11 A No. If, if we receive an SBA acceptance  
12 letter, then we would execute a contract. If there's  
13 a modification required, it's to change, to either  
14 correct period -- because there was some issue on the  
15 initial starting period. In this case it was modified  
16 by Ms., Ms. Gilliland because of the onboarding  
17 delays.

18 Q So what's your best opinion as to what  
19 happened? Was there, in fact, an 8(a) contract  
20 provided between RiVidium and the USDA?

21 A Yes, sir. I mean, there should be a initial  
22 contract. You can't do a modification if you don't

1 have the base contract. The system will not allow you  
2 to do that.

3 MR. ROSMAN: Okay. All right. I do  
4 not have any further questions.

5 Juliet, I know it's getting late, and I  
6 apologize. But.

7 MS. GRAY: Yeah. I just have a few  
8 questions, so it shouldn't take too long.

9 MR. ROSMAN: Great. Let's keep going,  
10 then.

11 EXAMINATION

12 BY MS. GRAY:

13 Q Mr. Mandell.

14 A Yes, ma'am.

15 Q Mr. Rosman had asked you if you had ever  
16 filled a requirement with Ultima prior to the reorg,  
17 and I think you said "no." Did you have any role in  
18 the process of awarding the IDIQs to Ultima?

19 A A very tiny role. You know. I'm not sure  
20 if you consider tiny role, but at one time -- do you  
21 want me to go ahead and continue and explain?

22 Q Yes. Go ahead and explain what your role



## CERTIFICATE OF TRANSCRIBER

I, ERICA MAKUCH, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



ERICA MAKUCH

1 Juliet Gray, Esquire  
2 juliet.gray@usdoj.gov

3 May 28, 2022

4 Ultima Services Corporation v. US Department Of Agriculture Et Al  
5 5/16/2022, Danny Mandell (#5230091)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 erratas-cs@veritext.com.

16  
17 Return completed errata within 30 days from  
18 receipt of testimony.

19 If the witness fails to do so within the time  
20 allotted, the transcript may be used as if signed.

21

22 Yours,

23 Veritext Legal Solutions

24

25

1 Ultima Services Corporation v. US Department Of Agriculture Et Al  
2 Danny Mandell (#5230091)

3 E R R A T A S H E E T

4 PAGE 9 LINE 16 CHANGE change "Port" to Portland, Oregon

5 \_\_\_\_\_

6 REASON Name of city is Portland not "Port"

7 PAGE 64 LINE 15 CHANGE "NSO" to "VOSB" Veteran Owned

8 Small Business

9 REASON wrong acronym

10 PAGE 85 LINE 13 CHANGE "no more viable" should be "no longer

11 viable"

12 REASON contract is not valid anymore

13 PAGE 131 LINE 5 CHANGE "water contract" should be "service contract"

14 \_\_\_\_\_

15 REASON no such thing as a "water" contract

16 PAGE 131 LINE 14 CHANGE "is an S" should be "is an SB"

17 \_\_\_\_\_

18 REASON SB - Small Business

19 PAGE 145 LINE 14 CHANGE add "performance" after "correct period -"

20 \_\_\_\_\_

21 REASON should say: "correct period of performance"

22 \_\_\_\_\_

23 Danny Mandell June 15, 2022

24 Danny Mandell Date

25

1      Ultima Services Corporation    v. US Department Of Agriculture Et Al  
2      Danny Mandell (#5230091)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Danny Mandell, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10

11 *Danny Mandell*

12 Danny Mandell Date

13      \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

16

17

18

19 NOTARY PUBLIC

20

21

22

23

24

25

United States Department of Agriculture



Natural Resources Conservation Service  
101 South Main Street  
Temple, TX 76501-7601

[Danny.Mandell@wdc.usda.gov](mailto:Danny.Mandell@wdc.usda.gov)

254 742-9923 (office) 254 742-9929 (fax)

August 24, 2018

U.S. Small Business Administration  
Attn: Shuraie Mackin, Deputy District Director/8(a) Business Development  
Washington Metropolitan Area District Office  
409 3<sup>rd</sup> Street SW, 2<sup>nd</sup> Floor  
Washington, DC 20146

Dear. Ms. Mackin:

Subject: **SOLE SOURCE 8(a) Offering Letter**

The following additional information is provided pursuant to Federal Acquisition Regulation 193804-2, for this acquisition.

1. USDA NRCS Team 1, Contract Service Branch (CSB), is looking to procure services of a contract employee to provide administrative assistance to four (4) United State Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Service Centers/Field Offices, in the State of Virginia. The Performance of Work Statement (PWS) is provided as an enclosure.

**POSITION CLASSIFICATION.** Provide administrative and programmatic support field offices in the State of Virginia.

Posn Class:	County(ies)	Estimated Labor Hrs Required	Description of Needed Services
01112 General Clerk II	Isle of Wright	2080	Farm Bill/Admin Support (Smithfield Field Office)
01112 General Clerk II	Montgomery	2080	Farm Bill/Admin Support (Christiansburg Field Office)
01112 General Clerk II	Shenandoah	1040	Farm Bill/Admin Support (Strasburg Field Office)
01112 General Clerk II	Louisa	2080	Farm Bill/Admin Support (Louisa Field Office)

2. The period of performance will be from the date of award through one (1) calendar year, (approximately award date, prior to September 15, 2018) with 1 option year period consisting of one (1) calendar year.

**REQUIRED TIMELINE.**

Base Year: October 1, 2018 – September 30, 2019  
Option Year 1: October 1, 2019 – September 30, 2020

3. The NAICS code that is applicable to this acquisition is 561320, with a size standard of \$25.5million.

4. The total estimated dollar values for this is \$358,140.00, outlined as follows:

**PERFORMANCE PERIOD. (IGCE)**

Base Year Period: \$179,040.00  
Option Year 1 Period: \$179,040.00

**Note:** Includes Estimated Miscellaneous Travel/Training cost: (per year)

a. Travel. \$430.00  
b. Training. \$250.00

Base Hourly Rate per SCLS Wage Determination	County(ies)	OH% Contract (per contract)	G&A	Estimated Fringe Rate	Profit	Fully Burdened Rate	Total Contract Amount
\$18.19	Isle of Wright	\$0.00	\$1.35	\$4.37	\$0.72	\$24.63	\$51,230.40
\$17.10	Montgomery	\$0.00	\$1.27	\$4.10	\$0.67	\$23.14	\$48,131.20
\$20.65	Shenandoah	\$0.00	\$1.54	\$4.96	\$0.81	\$27.96	\$29,074.90
\$17.73	Louisa	\$0.00	\$1.32	\$4.26	\$0.70	\$24.00	\$49,927.16

5. The contractor employees will be required to work in the following USDA NRCS Virginia Service Centers/Field Offices in the following counties.

**Isle of Wright County**

SMITHFIELD AREA OFFICE, Wimbledon Lane, Smithfield, VA 23430

**Montgomery County**

CHRISTIANSBURG AREA OFFICE, Hampton Boulevard, Christiansburg, VA 24073

**Shenandoah County**

STRASBURG SERVICE CENTER, 722-B East Queen Street, Strasburg, VA 22657

**Louisa County**

LOUISA SERVICE CENTER NRCS, Industrial Drive, Suite 2, Louisa, VA 23093

6. The selected firm is deemed to be capable of providing the services described in the enclosed Statement of Work.

7. A firm-fixed price contract is anticipated.

8. This service was previously contracted (Task Orders) under the USDA NRCS National IDIQ AG-SPEC-C-17-00014 National Administrative Support Services Region II. Note. This IDIQ is now expired.

Vendor: Ultima Services Corporation,  
PO Box 1945  
Greeneville, TN 37744  
Small Business, Woman\_Owned

9. There are currently no solicitation for this specific acquisition has been issued nor has this requirement been publicly announced.

10. The recommended 8(a) contractor is Lewis-Price & Associates, 8200 Greensboro Dr, McLean, VA 22102-4925, DUNS: 132086633, SAM Registration Expiration Date: 05/07/2019, No Active Exclusion Records.

11. No bonding requirements exist.

12. No SBA District or Regional offices have asked for this acquisition under the 8(a) program.

13. NRCS is not requesting that this be issued competitively.

14. It is recommend that this acquisition be pursued on a sole source basis with the contractor nominated herein.

Please notify this office of your decision regarding acceptance of this offer. Per the Partnership Agreement between the Small Business Administration (SBA) and USDA. If no notification of acceptance or rejection is received within five (5) working days. The contracting office will move forward with the awarding of a contract. A copy of the Purchase Order (PO) will be sent to you after award.

Should additional information be required, please contact the undersigned at (254) 742-9923, or email, [danny.mandell@wdc.usda.gov](mailto:danny.mandell@wdc.usda.gov).

Sincerely,

**DANNY MANDELL**

Digitally signed by DANNY  
MANDELL  
Date: 2018.08.24 13:55:37 -05'00'

DANNY G. MANDELL  
Contracting Officer  
TEAM 1 Northwest Region  
CONTRACTING SERVICES BRANCH  
ACQUISITIONS, GRANTS & AGREEMENTS DIVISION  
Natural Resources Conservation Service (NRCS)  
U.S. Department of Agriculture (USDA)

Enclosure: a. Performance Work Statement (PWS);  
b. SCLS Wage Determination, County of Isle of Wright;  
c. SCLS Wage Determination, County of Montgomery;  
d. SCLS Wage Determination, County of Shenandoah;  
e. SCLS Wage Determination, County of Louisa.



**U. S. SMALL BUSINESS ADMINISTRATION**

WASHINGTON METROPOLITAN AREA DISTRICT OFFICE

409 3<sup>rd</sup> Street, S.W., 2<sup>nd</sup> FLOOR

WASHINGTON, DC 20416

202-205 8800

[www.sba.gov/dc](http://www.sba.gov/dc)

August 28, 2018

Danny Mandell  
Contracting Officer  
U.S. Department of Agriculture  
Acquisitions, Grants & Agreements Division  
101 South Main Street, Suite 200  
Temple, Texas 76501

**REFERENCE : WMADO REQUIREMENT: 0353/18/1032**

Dear Mr. Mandell:

This letter serves as acceptance of the offer submitted by your agency on **August 24, 2018**. In accordance with Section 8(a) of the Small Business Act (15 USC 637(a) (1)) and the Federal Acquisition Regulation (FAR) Part 19.8, and the executed Partnership Agreement between the U.S. Small Business Administration (SBA) and **United States Department of Agriculture**, SBA hereby accepts your offer of the requirement for **administrative assistance**. on behalf of:

**Lewis-Price & Associates, Inc.**  
**DUNS #: 132086633**

The estimated dollar value of this procurement (including all options) will be **\$358,140.00** the assigned NAICS Code is **561320** corresponding size standard of **\$25,500,000.00**

The offer letter indicates that this 8(a) opportunity is a:

\_\_\_\_\_ new requirement or

\_\_\_\_\_ **X** \_\_\_\_\_ follow-on requirement

An analysis of this requirement in accordance with the provisions set forth in Title 13 of the Code of Federal Regulations (13 C.F.R. § 124.504(c)) was not conducted related to, Adverse Impact, based upon the procurement history revealed in the offer letter.

As stated, you have designated a North American Industry Classification System (NAICS) Code of **561320** or this requirement. This NAICS Code should not be changed without prior coordination with this office. The assigned SBA Requirement Number is **0353/18/1032**. Please reference this number should you need to contact this office relative to this procurement. The SBA Requirement Number should also be referenced on any resultant contract award documents.

**Exhibit**  
**0012**  
Mandell



Pursuant to the executed Partnership Agreement the **United States Department of Agriculture** is authorized to negotiate directly with the 8(a) BD Participant. SBA reserves the right to be present at an Agency's negotiations with the 8(a) BD Participant.

Under the terms and conditions of the Partnership Agreement, you are to execute and distribute one copy of the contract, including task orders, modifications, and purchase orders to our office within 15 business days of the award. The SBA must be consulted prior to any changes that affect the scope of the contract.

In addition, the **United States Department of Agriculture** shall retain the responsibility for compliance with the limitations on subcontracting requirements and all applicable provisions of FAR Section 52.219-14. Upon detecting any violations of the Ostensible Subcontracting rule, procuring agencies should immediately notify the SBA's Headquarters office via an email to: [BDManagement&TechnicalAssistance@sba.gov](mailto:BDManagement&TechnicalAssistance@sba.gov).

In the event that this requirement does not result in a contract award, please notify the SBA's District Office.

If you have any questions regarding this acceptance letter, please contact the 8(a) BD Team on 202-205-8800.

Thank you for your continued support of the 8(a) BD Program.

Sincerely,

**JERRON DUFF** Digitally signed by JERRON  
DUFF  
Date: 2018.08.28 10:56:15  
-04'00'

Jerron Duff  
Business Opportunity Specialist  
8(a) BD Team  
8(a) Business Development

REMINDER:  
Forward Offer Letters To: [dcofferletters@sba.gov](mailto:dcofferletters@sba.gov)



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 966225		PAGE OF 1 5	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 10/01/2019	4. ORDER NUMBER 12FPC119P0282		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME DANNY MANDELL		b. TELEPHONE NUMBER (No collect calls) 254-742-9923		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FPAC Acquisition Division Operations Branch-Section 1 1400 INDEPENDENCE AVE SW RM 6801-S WASHINGTON DC 20250			CODE FPAC-HQ-12FPC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)		NAICS: 561320 SIZE STANDARD: \$30.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO USDA-NRCS-TENNESSEE STATE OFFICE 675 USCH 801 BROADWAY NASHVILLE TN 37203		CODE NRCS-TN-124741	16. ADMINISTERED BY USDA-NCRS-TEXAS STATE OFFICE 101 SOUTH MAIN ST. TEMPLE TX 76501		CODE NRCS-TX-TEMPLE		
17a. CONTRACTOR/OFFEROR CHENEGA ENTERPRISE SYSTEMS & SOLUTIONS LLC - Attn: Chelsea Vera 3000 C STREET SUITE 301 1105222274# ANCHORAGE AK 99503-3975  TELEPHONE NO. 757-549-5700		CODE 1105222274#	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov		CODE IPP	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 81-5244582 DUNS Number: 080545386 Local and Programmatic Support Services throughout the State of Tennessee, USDA NRCS, including Training and Travel.  Performance Period. NOTE: Base Year performance will consist of 24 calendar months / 2 calendar years) Base Year 1 - October 1, 2019 - September 30, 2020 (12 calendar months) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$2,380,277.44</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR  <b>Christie Van Cleave</b> Digitally signed by Christie Van Cleave DN: cn=Christie Van Cleave, o=ou, email=clvancl@chenega.com, c=US Date: 2019.10.03 12:34:36 -04'00'				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>DANNY MANDELL</b> Digitally signed by DANNY MANDELL Date: 2019.09.29 08:24:38 -05'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Christie Van Cleave				31b. NAME OF CONTRACTING OFFICER (Type or print) DANNY G. MANDELL		31c. DATE SIGNED 09/29/2019	

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STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

Case 2:20-cv-00041-DCLC-CRW

Document 65-12

Filed 06/21/22

PageID #: 1969

**Exhibit**  
**0017**  
Mandell

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CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER

US0138470

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Base Year 2 - October 1, 2020 - September 30, 2021 (12 calendar months)</p> <p>Option Year 1 - October 1, 2021 - September 30, 2022 (12 calendar months)</p> <p>Total Funds obligated for Base Year performance.</p> <p>Base Year 1 (October 1, 2019 - September 30, 2020) \$903,440.44,</p> <p>Base Year 2 (October 1, 2020 - September 30, 2021) \$1,311,619.40</p> <p>TOTAL COST: \$2,215,059.84</p> <p>Travel and Training Costs.</p> <p>Base Year 1 performance travel/training cost: \$82,608.80</p> <p>Base Year 2 performance travel/training cost: \$82,608.80</p> <p>TOTAL COST \$165,217.60</p> <p>These costs are estimated by the Government. These costs will be separately reimbursed from associated labor rates and are subject to the limitations included in the Federal Travel Regulations; Travel costs must be broken down by the individual travel, documentation supporting the cost being invoiced must be attached and clearly indicate the traveler it is associated with. The travel and training estimated costs SHALL NOT exceed the ceiling threshold of Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR  
CHENEGA ENTERPRISE SYSTEMS & SOLUTIONS LLC - 0805453860000

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$82,608.80 per year (12 calendar months) without advance approval of the Contracting Officer. Supporting documentation is required to show actual costs for reimbursement incurred related to the travel and training costs billed to NRCS.</p> <p>ATTACHMENT(S)</p> <ol style="list-style-type: none"> <li>1 Terms and Conditions, Clauses and Provisions,</li> <li>2. Attachment 1 Chenega Enterprise System &amp; Solutions, LLC, Proposal (SBA #CN1565992193R),</li> <li>3. Attachment 2 Performance Work Statement, dated July 22, 2019,</li> <li>4. Attachment 3 Quality Assurance Surveillance Plan (QASP) dated, July 14, 2019,</li> <li>5. Attachment 4 SCLS Wage Determination_Davidson County, State of Tennessee.</li> </ol> <p>Vendor Point of Contact (POC) Chelsea Vera, PPCM Contract Administrator Professional Services SBU Chenega Corporation 609 Independence Parkway Suite 210 Chesapeake, VA 23320 Tel. (757) 410-4841 (office), Email: Chelsea.Vera@chenega.com</p> <p>Contracting Officer Representative (COR) M. Alton Miller, P.E., EWP Program Manager Civil Engineer 675 US Courthouse 801 Broadway Nashville, TN 37203 Tel. (615) 277-2561 Cell. (615) 866-7531; Email. Alton.Miller@usda.gov</p> <p>Contracting Officer (CO) Danny Gonzales Mandell, USDA Acquisition Division Section 1- East Coast Region Farm Production and Conservation United States Dept of Agriculture 101 South Main Street Suite 200 Temple, TX 76501 Tel. (254) 742-9923 Cell. (254) 718-2751 Email. Danny.mandell@usda.gov</p> <p>INVOICING PROCESSING PLATFORM (IPP). The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
12FPC119P0282PAGE OF  
4 5

NAME OF OFFEROR OR CONTRACTOR

CHENEGA ENTERPRISE SYSTEMS &amp; SOLUTIONS LLC - 0805453860000

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>this website <a href="https://www.ipp.gov/index.htm">https://www.ipp.gov/index.htm</a>. Please make sure that your company has registered at <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a> to establish your account. Delivery: 09/30/2021 Period of Performance: 10/01/2019 to 09/30/2021</p> <p>Base Year (October 1, 2019 through September 30, 2021) (24 calendar months) local and Programmatic Support Services throughout the State of Tennessee, USDA NRCS, including Training and Travel.</p> <p>Accounting Info: NR00.19.....192019COTAT47000SI0000.2540... Agency Code: NR00 Budget Yr Start: 19 SHC: 192019COTAT47000SI0000 BOC: 2540 Funded: \$900,000.00</p> <p>Accounting Info: NR00.19.....19XX19ACP8T47000SI0000.2540... Agency Code: NR00 Budget Yr Start: 19 SHC: 19XX19ACP8T47000SI0000 BOC: 2540 Funded: \$500,000.00</p> <p>Accounting Info: NR00.19.....19XX19CSTPT47000SI0000.2540... Agency Code: NR00 Budget Yr Start: 19 SHC: 19XX19CSTPT47000SI0000 BOC: 2540 Funded: \$140,000.00</p> <p>Accounting Info: NR00.19.....19XX19EQP8T47000SI0000.2540... Agency Code: NR00 Budget Yr Start: 19 SHC: 19XX19EQP8T47000SI0000 BOC: 2540 Funded: \$840,277.44</p>				2,380,277.44
0002	<p>Option Year 1 (October 1, 2021 - September 30, 2022) (12 calendar months) local and Programmatic Support Services throughout the State of Tennessee, USDA NRCS, including Training and Travel. Option Year(s) are not guaranteed. Option Year(s) will be exercised in accordance with FAR Part 52.217-9 Option to Extend the Terms of Contract (MAR 2000). Subject to Availability of Funds. Contractor' s proposal for Option Year 1 is \$1,287,049.40. Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR  
 CHENEGA ENTERPRISE SYSTEMS & SOLUTIONS LLC - 0805453860000

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) 09/01/2021 Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER  The total amount of award: \$2,380,277.44. The obligation for this award is shown in box 26.				

February 25, 2020

U.S. Small Business Administration  
Georgia District Office

Subject: **SOLE SOURCE 8(a) Offer Letter**

The following additional information is provided pursuant to Federal Acquisition Regulation 19.804-2, for this acquisition.

1. USDA Farm Production and Conservation (FPAC) Section 1, is looking to procure services for a contract employee to provide Secretarial Services to support the Georgia NRCS State Office. The Performance of Work Statement (PWS) is provided as an enclosure.

**POSITION CLASSIFICATION.**

Posn Class:	County(ies)	Estimated Labor Hrs Required	Description of Needed Services
<b>Base Year</b>			
Secretary III	GA	2000	Provide clerical and secretarial support.
<b>Option Year 1</b>			
Secretary III	GA	2000	Provide clerical and secretarial support.
<b>Option Year 2</b>			
Secretary III	GA	2000	Provide clerical and secretarial support.
<b>Option Year 3</b>			
Secretary III	GA	2000	Provide clerical and secretarial support.
<b>Option Year 4</b>			
Secretary III	GA	2000	Provide clerical and secretarial support.

2. The period of performance will be from the date of award through one (1) Base Year (12 twelve calendar months) (approximately award date, March 2020) with 4 option year periods consisting of twelve (12 calendar months) each.

**REQUIRED TIMELINE.**

Base Year:	March 2020 – March 2021
Option Year 1:	March 2021 – March 2022
Option Year 2:	March 2022 – March 2023
Option Year 3:	March 2023 – March 2024
Option Year 4:	March 2024 – March 2025

**Exhibit  
0018**  
Mandell

3. The NAICS code that is applicable to this acquisition is 541611 Administrative Management and General Consulting Management Services with a size standard of \$16.5 million.

4. The total estimated dollar values for this contract is \$320,036.80, outlined as follows:

**PERFORMANCE PERIOD. (IGCE)**

Base Year Period:	\$60,280.00
Option Year 1 Period:	\$62,088.40
Option Year 2 Period:	\$63,951.05
Option Year 3 Period:	\$65,870.61
Option Year 4 Period:	\$67,846.73

**TOTAL: \$320,036.80**

5. The contractor employee will be required to work in the USDA NRCS State Office in Athens, GA.

6. The selected firm is deemed to be capable of providing the services described in the enclosed Performance of Work.

7. A firm-fixed price contract is anticipated.

8. This is a new requirement.

9. There is currently no solicitation for this specific acquisition has been issued nor has this requirement been publicly announced.

10. The recommended 8(a) contractor is RiVidum, Inc, 10530 Linden Lake Plaza, Suite 200, Manassas, VA 20109, DUNS: 827489035, SAM Registration Expiration Date: 12/14/2020, No Active Exclusion Records.

11. No bonding requirements exist.

12. No SBA District or Regional offices have asked for this acquisition under the 8(a) programs.

13. FPAC and NRCS are not requesting that this be issued competitively.

14. It is recommended that this acquisition be pursued on a sole source basis with the contractor nominated herein.

Please notify this office of your decision regarding acceptance of this offer. Per the Partnership Agreement between the Small Business Administration (SBA) and USDA. If no notification of acceptance or rejection is received within five (5) working days. Upon SBA Acceptance, the Contracting Officer will solicit a quotation, conduct negotiations, if required, and make award direct to the 8(a) firm. A copy of the Purchase Order (PO) will be sent to you after award.



Should additional information be required, please contact the undersigned at (254) 742-9923, or email, [danny.mandell@usda.gov](mailto:danny.mandell@usda.gov).

Sincerely,



02/26/2020

Brantt Lindsey  
Supervisory Contracting Officer  
Section 1 Northwest Region  
Farm Production and Conservation (FPAC)  
Acquisition Division  
U.S. Department of Agriculture (USDA)

Enclosure:     a. Performance Work Statement (PWS);  
                    b. Service Contract Labor Standards (SCLS) can be found at [www.beta.SAM.gov](http://www.beta.SAM.gov).  
                        1. SCLS Wage Determination, Clarke County, State of Georgia

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 25	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 989215	
6. ISSUED BY FPAC BUS CNTR-ACQ DIV-OPS BRANCH-SE 1400 INDEPENDENCE AVE SW, RM 6801-S WASHINGTON DC 20250		CODE FPAC-HQ-12FPC1		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) FPAC BUS CNTR-ACQUISITION DIV-DC Operations Branch 1400 Independence Ave. SW WASHINGTON DC 20250	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RIVIDIDIUM INC Attn: Dwayne Harris 10530 LINDEN LAKE PLZ, STE 200 1100537354# MANASSAS VA 20109-6434		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 12FPC120P0083	
				10B. DATED (SEE ITEM 13) 04/06/2020	
CODE 1100537354#		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

NR00.20.....202120COTAT13000SI0000.2540...

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) -- Changes
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 26-2936354

DUNS Number: 827489035

Vendor POC: Dwayne Harris Tel. (703) 366-3900 Ext 105 Email. dwayne.harris@rividium.com

Technical POC: Dale Bogardus Tel. (706) 546-2059 Email. dale.bogardus@usda.gov

Contracting Officer: Kristin Gilliland Email. kristin.gilliland@usda.gov

The purpose of this modification is to:

-Correct the base period of performance due to onboarding delays and restructure the option CLINs.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER (Type or print)**

Manny Rivera, President/CEO


**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

KRISTIN N. GILLILAND

TEL:

EMAIL: kristin.gilliland@usda.gov

**15B. CONTRACTOR/OFFEROR**

  
(Signature of person authorized to sign)

**15C. DATE SIGNED**

6/15/20

**16B. UNITED STATES OF AMERICA**

  
(Signature of Contracting Officer)

**16C. DATE SIGNED**

Digitally signed by Kristin Gilliland  
Date: 2020.06.15 09:57:49 -05'00'

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 12FPC120P0083/P00001	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
RIVIDIDIUM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	-Update section 2.3.3 of the attached PWS to include situational telework in accordance with government site specific guidelines. Payment: Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www ipp gov Agency Code: NR00 Budget Yr Start: 20 SHC: 202120COTAT13000SI0000 BOC: 2540 Period of Performance: 05/11/2020 to 05/10/2021  Change Item 0001 to read as follows (amount shown is the obligated amount):				
0001	01313 Secretary III Support Services				0.00
	Change Item 0002 to read as follows (amount shown is the obligated amount):  0002 Option Period One - Secretary III Support Services Amount: \$73,728.00 (Option Line Item) 05/11/2021 Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER Period of Performance: 05/11/2021 to 05/10/2022  Change Item 0003 to read as follows (amount shown is the obligated amount):				0.00
0003	Option Period Two - Secretary III Support Services Amount: \$73,728.00 (Option Line Item) 05/11/2022 Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER Period of Performance: 05/11/2022 to 05/10/2023  Change Item 0004 to read as follows (amount shown is the obligated amount):				0.00
0004	Option Period Three - Secretary III Support Services Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 12FPC120P0083/P00001	PAGE	OF
		3	25

NAME OF OFFEROR OR CONTRACTOR  
RIVIDIUUM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Amount: \$73,728.00 (Option Line Item) 05/11/2023 Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER Period of Performance: 05/11/2023 to 05/10/2024  Change Item 0005 to read as follows (amount shown is the obligated amount):  Option Period Four - Secretary III Support Services				0.00
	Amount: \$73,728.00 (Option Line Item) 05/11/2024 Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER Period of Performance: 05/11/2024 to 05/10/2025 The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <a href="https://www.ipp.gov/index.htm">https://www.ipp.gov/index.htm</a> . Please make sure that your company has registered at <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a> to establish your account.				

# **PERFORMANCE WORK STATEMENT (PWS)**

NRCS-Georgia State Office  
Administrative Support Services

Revision 4 6/10/2020

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## 1 INTRODUCTION

The Natural Resources Conservation Service (NRCS) requires contracted local services to support the State Office.

### 1.1 Mission

The NRCS is committed to “helping people help the land” – our mission is to provide America’s farmers and ranchers with financial and technical assistance to voluntarily put conservation on the ground, not only helping the environment but agricultural operations, too. For more information regarding the agency and its programs visit <http://www.nrcs.usda.gov/>.

### 1.2 Background

Now that the Federal Hiring Freeze has been lifted, NRCS-Georgia’s staffing has been capped at 234 federal employees. Due to limitations on its ability, NRCS-Georgia has not been able to backfill several critical positions. This situation will not change for the foreseeable future. The workload requires the support of individuals capable of working independently within the organization, while understanding NRCS conservation programs, administrative procedures, and office routines. This increased work volume could continue indefinitely.

### 1.3 Scope

The USDA Natural Resources Conservation Service (NRCS) requires the provision of administrative services in the Georgia State Office. The contractor shall exhibit the ability to provide geographic flexibility in the provision of services allowing for growth or reduction of the workforce at the location listed below.

**01312 Secretary III - Secretarial Support for the State Office:** This position will provide clerical and secretarial support with at least a high school diploma to the NRCS State Office in Athens, Georgia as described below, in coordination with front office secretarial support, not all inclusive:

- The secretary will assist staff with preparing and processing documents and correspondence, checking documents for accuracy and completeness, gathering information, recording data, establishing and maintaining files, and transmitting information.
- Assists with proofreading, editing and mailing of official correspondence.
- Update departments Outlook calendars with important meetings and deadlines
- Assist with information gathering and transmittal related to audit request, monthly reviews, and other quality assurance measures.
- The secretary will assist staff with travel arrangements such as research for hotel locations and costs, purchasing such as gathering pricing sheets and preparing AD-700 forms and obtaining funds approval, typing bulletins, records management and correspondence, mail management and distribution, and other administrative services in support of any NRCS program or operation.
- The secretary will assist with purchasing, records management and correspondence, mail management and distribution, and other administrative services.
- The secretary will assist with preparing reports; answering inquiries, gathering data, and inputting information into databases and analytic tools.



- The secretary will assist with special assignments.
- The secretary will perform tasks associated with state office mail pickup and distribution, supply ordering, supply room maintenance, government vehicle maintenance to include getting oil changes, washes, and minor repairs/maintenance.
- Conduct personnel security processing actions and documents such as: LincPass, IRM- 03, etc.
- The secretary will perform other clerical/support duties as required.
- No overnight travel will be required for this position.
- The secretary will receive telephone calls, greet and direct visitors, sign for incoming deliveries, and perform other responsibilities to maintain the routine operations of the office.
- The secretary will also maintain files, manuals, handbooks and reference libraries, both paper and electronic, in support of the local unit.
- The secretary will serve as a backup for other state office section's secretaries during absences.
- The secretary will enter acquisition documents into the Integrated Acquisition System, as requested.
- If authorized by the Nation Headquarters, the secretary will use online systems, such as Web- TA, CONCUR, FMMI etc., in the performance of their duties.
- This position requires occasional operation of a Government Owned Vehicle (GOV).
- This position utilizes a variety of computer hardware and software applications to manage work items including Microsoft Excel, Word, Access, Outlook, Adobe Acrobat Professional, and agency specific web applications and computer programs associated with the efficient operation of NRCS. This list is not all inclusive.

**Non-Disclosure:** Work performance required by this PWS shall involve access to potentially sensitive information about governmental and landowner issues. All Contractor personnel shall comply with the terms of AGAR 452.224-70, Confidentiality of Information, as well as provisions of the Privacy Act of 1974, 5 U.S.C. 552a.

Additionally, the Contractor's personnel shall comply with privacy of personal information relating to natural resources conservation programs in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (P.L. 1078-171) and Section 1619 of Title I of the Food, Conservation, and Energy Act of 2008. The Contractor's employees shall not disclose contents of USDA, FPAC, or NRCS case files and/or records to anyone other than authorized United States Department of Agriculture employees without the express written consent of the NRCS Freedom of Information Act and Privacy Act Officer.

**Civil Rights and Program Delivery:** The Contractor shall ensure that personnel prohibit discrimination in all aspects of programs and activities related to this Contract on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. The Contractor shall employ only persons able to speak, read, write, and understand English fluently for those positions interacting with Government personnel and customers in the performance of this contract, and where English is necessary to provide a service under this contract.



## 2 GENERAL REQUIREMENTS

This Section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

### 2.1 Non-Personal Services

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.

### 2.2 Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

### 2.3 Contract Administration and Management

The following subsections specify requirements for contract management, contract administration, and personnel administration.

#### 2.3.1 Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to performance of the contract. The Contractor must maintain continuity between the support operations at various locations within the NRCS-Georgia State Office and the Contractor's corporate offices.

#### 2.3.2 Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively administer the contract. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The Contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

#### 2.3.3 Personnel Administration

The Contractor shall provide the following management and support as required. The Contractor shall follow government site specific guidelines during the COVID-19 pandemic for situational telework. The Contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions; this shall

not include instances of furlough or Government shut-down. The Contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements.

The Contractor shall provide administrative support to employees in a timely fashion (e.g. time keeping, leave processing, pay, and emergency needs).

#### 2.4 Subcontract Management

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

#### 2.5 Contractor Personnel, Disciplines, and Specialties

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

Minimum qualifications:

1. Ability to plan, organize and coordinate office activities
2. Skill in operating computer hardware and software, phones, printers, copiers and other office machines to carry out day to day work
3. Skill in performing duties of receptionist for an office, providing assistance to walk-ins, answering phones, directing calls, taking messages and announcing arrivals
4. Knowledge of policies and procedures governing correspondence management
5. Skill in the use of Excel sufficiently to analyze information and produce reports. Proficiency in the use of the Microsoft Office Suite.
6. Able to pass a Government Security Clearance
7. Must maintain a state driver's license and be willing to assist others in delivering vehicles to garages for repair and servicing.

#### 2.6 Location and Hours of Work

**01312 Secretary III for the GA State Office:** Accomplishment of the results contained in this PWS requires work primarily at the NRCS Georgia State Office, 355 East Hancock Avenue Athens, GA. Normal NRCS workdays are Monday through Friday except US Federal Holidays.

Government facilities will be closed for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor's work will be performed in a Federal facility and will require a valid HPDS- 12 PIV-II Compliant Credential (e.g., LincPass). The nature of the work will

require the Contractor's work to be regularly performed during normal business hours from 7:30 AM to 5:00 PM. A schedule will be established with the contractor on their start date. Once work schedules have been set, there shall be no permanent deviations without prior written approval by the Contracting Officer. Contractor personnel shall identify themselves as "contractor(s)" during the designated hours of performance. The HPDS-12 credentialing will allow the contractor to work unaccompanied at government locations upon Government approval. See section 4.1 for additional information.

Weather and security closures by their nature usually arise without advance notice. As such, the Government will notify the Contractor as soon as possible once any closures have been announced. At times the Contractor's employees may be requested to work more than 40 hours per week to support surge requirements. The Contractor must ensure this contingency can be met.

**2.7 Travel/Temporary Duty (TDY)**

No overnight travel is expected to be required for the execution of the responsibilities of these positions.

**2.8 Invoicing**

Invoices shall be submitted each month for the previous months work. Invoices must be submitted electronically through the Invoice Processing Platform (IPP) system. In addition to the information required by FAR 32.905(b) each invoice must contain a breakdown of the total amount. Travel costs must be broken down by the individual traveler and documentation supporting the costs being invoiced must be attached and clearly indicate the traveler it is associated with. The remaining non-travel amount must be broken down into the individual labor category and rate identified in this contract and the quantity of hours expended. No other amounts shall be listed on an invoice.

Invoices shall be submitted every month, as work proceeds and in accordance with paragraph (i) of clause 52.212-4. The Contractor shall submit with each invoice the information required by paragraph (g) of clause 52.212-4.

Invoices and supporting documentation shall be submitted to the Contracting Officer.

**2.9 Government Quality Assurance**

The CO (or representative) reserves the right to review all work products required under the contract for acceptability as needed. The Government shall notify the Contractor whenever revisions to reports/deliverables are required in order for the deliverables to be deemed acceptable. The Contracting Officer, independent of NRCS background checks, may direct the contractor to exclude from working on this contract any contractor found or deemed to be unfit, or whose continued employment on the contract is deemed contrary to the public interest, or inconsistent with the best interest of the agency.

**3 PERFORMANCE OBJECTIVES**

This section describes the desired outcomes and specific performance objectives that must be performed by the contractor. The NRCS-Georgia support requirement consists of one (1) position. The period of performance for the contract will be 365 calendar days from the date of the orders execution with four (4) one-year options to extend for a potential aggregate total performance of

five years. The government will notify the contractor of its intent to exercise options within 60 calendar days of expiration of the current performance period, in accordance with FAR 52.217-9. Notification will be made in writing.

Contractor performance for each position not meeting the standards and acceptable quality levels is considered nonconforming. At its discretion, the Government may require reperformance of nonconforming services at no increase in contract price. If reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

**3.1 01312 Secretary III - Secretarial Support for the State Office:**

Currently, there is a vacant position that has been unfilled for over a year and an extremely heavy administrative and clerical workload. The NRCS requires Contractor support for the business unit. The following section specifies the performance objectives for the contract and the associated performance standards and acceptable quality levels that must be met for the service to be acceptable.

The specific performance objectives required include the following:

	<b>Performance Objectives/Tasks</b>	<b>Performance Standards and Acceptable Quality Levels</b>
3.1.1	The Contractor shall collect information for routine inquiries, audit requests, and monthly reviews.	Complete / all documentation required for the request is present 95% of the time.  Timely / all data is collected within the established timeframe 95% of the time.
3.1.2	The Contractor shall populate established periodic reports and analytic tools used by State Office personnel.	Complete / all documentation required for the request is present 95% of the time.  Timely / all data is populated and present within the established timeframe 95% of the time.
3.1.3	The Contractor shall ensure the efficient operation of the office routine business operations. The Contractor will also serve as a backup for other state office section's secretaries during absences.	Presence / The contractor will maintain a presence in the reception office 85% of the time.  Complete / Guests and telephone calls will be received 95% of the time.
3.1.4	The contractor shall manage the office mail and express deliveries; including signing for incoming deliveries.	Complete / 95% of mail items are prepared and brought to the mailbox.  Adherence to Schedule / Mail is brought to the mailbox before daily pick-up 95% of the time. Delivered mail is retrieved and distributed within two hours of delivery 95% of the time.

	Performance Objectives/Tasks	Performance Standards and Acceptable Quality Levels
3.1.5	The Contractor shall attend meetings upon request and record and report on the proceedings.	Accurate / Meeting items are missed fewer than 5% of the time.  Timely / Meeting reports are distributed within two days of the meeting 95% of the time.
3.1.6	The Contractor shall assist State Office personnel with processing documents and correspondence.	Complete / All documentation is complete without the need for re-submission 90% of the time.  Timely / Documents should be processed within two (2) business days 95% of the time.
3.1.7	The Contractor shall check document for accuracy and completeness.	Timely / Documents for review should be completed within one (1) business day 95% of the time.  Accurate / not more than two (2) errors per reviewed document.
3.1.8	The Contractor shall create and organize State Office files.	Accurate / not more than two (2) errors per file.

#### 4 SPECIAL REQUIREMENTS

This section describes the special requirement that apply to this contract. The following sub-sections provide additional detail for each requirement.

##### 4.2 Security and Safety

FAR Subpart 4.13, Personal Identification Verification of Contractor Personnel, establishes the policy and use requirements for FAR Clause 52.204.9, Personal Identification Verification of Contractor Personnel, which is hereby incorporated into this order by reference. It requires Contractor compliance with Homeland Security Presidential Directive- 12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

USDA policy implementing referred to in paragraph (a) of the clause is at USDA Department Manual 4620-002, USDA Departmental Regulation 4620-002. This policy applies to Contractor employees who require routine access to federally controlled facilities and information systems. All such Contractor employees must have been successfully identity proofed (FBI fingerprint check) and have a successfully adjudicated National Agency Check with (Written) Inquiries (NACI) or Office of Personnel Management (OPM)/National Security (NS) community background investigation to serve on the contract. USDA agencies may grant access to USDA information systems after successful adjudication of the FBI fingerprint check. Completion and successful adjudication of the final NACI results or OPM/NS BI are still required to continue work under this contract. If the fingerprint or background investigation result is unsatisfactory the Contractor employee shall be removed from the contract immediately and replaced immediately. Unless a



Contractor employee already has successfully completed these requirements and the investigation is current, the employee will be required to complete an online version of the SF-85, Questionnaire for Non-sensitive Position, two FD-258, Fingerprint Charts (can be provided by the NRCS if the law enforcement agency does not have them), and other required forms. Contractor employees' fingerprints shall be taken to a Federal, State, municipal, or local law enforcement agency.

The Contractor is responsible for any cost of obtaining the fingerprints. The Government is responsible for the cost of the FBI finger print check and background investigation. The NRCS does not have any control over the timeliness of the background check or that it will be completed within the performance period of this contract, but it is estimated to be completed approximately 30 calendar days once the Contractor provides all the required documentation and the NRCS submits it to the Office of Personnel Management (OPM).

Fingerprint check results are estimated to be received within 10 calendar days once the Contractor provides all the required documentation and the NRCS submits it to the OPM

Upon award of the contract, and once the NRCS has provided the Contractor with the required documentation and instructions, the Contractor must complete and submit the required documentation promptly.

#### **4.3 Government Furnished Property**

The Government will make available the following:

1. Access to Government information systems upon successful completion of the security requirements listed in Section 4.1
2. The Government will provide a workspace and normal office equipment including a phone, access to a printer, scanner, and copier.
3. The Government will provide a Government Owned Vehicle when travel to another work location is required.

#### **4.4 Applicable Directives**

The Contractor shall comply with all documents listed below as mandatory and referenced under paragraph 3.0, Performance Requirements. Compliance with documents listed as non-mandatory is at the Contractors' discretion.

Mandatory

- General Manual Part 408 Subpart B – Managing Federal Records
- Agricultural Property Management Regulation 110-34
- NRCS Property Management Regulation 104I-38
- Grants and Agreements Service Branch Customer Service Guide
- Contracting Services Branch Customer Service Guide
- Accounts Payable Services Branch Customer Service Guide
- Applicable FPAC Regulations and Notices as they are developed

#### **4.5 Restrictions Against Disclosure**

The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such

information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer, in writing, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees not to disclose any information concerning work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

## 5 CLAUSES

### **FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
<https://www.acquisition.gov/FAR/>, or [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FAR 52.202-1, Definitions (Nov 2013)**

**FAR 52.204-7, System for Award Management (Oct 2018)**

**FAR 52.212-4, Contract Terms and Conditions—Commercial Items (Oct 2018)**

**FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)**

**AGAR 452.224-70, Confidentiality of Information (Feb 1988)**

**AGAR 452.237-75, Restrictions Against Disclosure (Feb 1988)**

### **Clauses in Full Text**

#### **FAR 52.204-1, Approval of Contract (Dec 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of Clause)

#### **FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Aug 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

       (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

       (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

       (5) [Reserved]

       (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

       (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

       (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

       (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

       (10) [Reserved]



\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_X\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

\_X\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.

\_X\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (July 2014) of 52.222-36.

\_X\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)

(22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_X\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

X (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_X\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_X\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,  
Software, and Services Developed or Provided by Kaspersky Lab and  
Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications  
and Video Surveillance Services or Equipment. (AUG 2019) (Section  
889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Aug 2019). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain

Telecommunications and Video Surveillance Services or

Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(G) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(L) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).



\_\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(Q) 52.222-62, Paid sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of Clause)

FAR 52.217-8--Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

(End of clause)

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

AGAR 452.204-70 – Inquires (Feb 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

AGAR 452.211-72 – Statement of Work/Specifications (Feb 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced.

(End of Clause)

AGAR 452.211-74 – Period of Performance (Feb 1988)

The period of performance is for a 12-month base period with four 12-month option periods.

(End of Clause)

AGAR 452.246-70 – Inspection and Acceptance (Feb 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed after each service requirement is completed.

(End of clause)